

This page is a reference page used to track documents internally for the Division of Oil, Gas and Mining

Mine Permit Number 51057/0004 Mine Name TOWERS SAND AND GRAVEL
Operator CE BUTTERS & CONSTRUCTION Date SENT JUNE 25, 2013
TO _____ FROM _____

☐ CONFIDENTIAL ☒ BOND CLOSURE ☐ LARGE MAPS ☐ EXPANDABLE
☐ MULTIPUL DOCUMENT TRACKING SHEET ☐ NEW APPROVED NOI
☐ AMENDMENT ☐ OTHER _____

Description YEAR-Record Number

☐ NOI ☐ Incoming ☒ Outgoing ☐ Internal ☐ Superceded
SURETY RELEASE CHECK 2013 - 06252013

☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded
BOND FILE 2013 - 06252013

CONFIDENTIAL

☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded
BOND FILE 2013 - 06252013

☐ NOI ☐ Incoming ☐ Outgoing ☐ Internal ☐ Superceded

☐ TEXT/ 81/2 X 11 MAP PAGES ☐ 11 X 17 MAPS ☐ LARGE MAP

COMMENTS: _____

CC: _____

110046231

Account Number:

Account Name: UST - OGM - Tower Sand & Gravel, LLC

Tran #: 18877985

Admin Name: Raylyn Daniel - UST 801-844-8523

Date: 06/13/2013

This check constitutes payment of the following:

Escrow Disbursements
final release of acct #

Paid For:

Amount: **\$19,806.10**

110046231

Payee:

OGM - Tower Sand & Gravel, LLC
c/o UST
350 N State Street Ste 180
PO Box 142315
Salt Lake City UT 84114-2315

HARLAND CLARKE M17873 12516467

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

OFFICIAL CHECK

110046231

Zions First National Bank
Salt Lake City, Utah
801-844-7089

UST - OGM - Tower Sand & Gravel, LLC

Trust Account

6/13/2013

\$19,806.10*

Nineteen Thousand Eight Hundred Six Dollars & 10/100

Pay to the Order Of:

OGM - Tower Sand & Gravel, LLC
c/o UST
350 N State Street Ste 180
PO Box 142315
Salt Lake City UT 84114-2315



STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

---ooOoo---

SMALL MINE RECLAMATION CONTRACT

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between **Tower Sand & Gravel, L.L.C.** the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. **S/057/004** which the Operator has filed with the Division and has been determined by the Division to be complete (Complete NOI) as required by the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the lands affected by the mining operations in accordance with the Act and the regulations, and is obligated to provide a surety in a form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the requirements of the Act and applicable regulations, as they may be amended, all of the lands affected by the mining operations conducted or to be conducted pursuant to a Complete Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:

- A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and

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MAR 08 2007

DIV. OF OIL, GAS & MINING

workings; refuse banks or spoil piles; evaporation or settling ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and

- B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the Complete NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with a complete notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the Complete NOI.
- 3. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI which are intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
 - 4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
 - 5. If the Surety expressly provides for cancellation or termination for non-renewal:
 - A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or
 - B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or any other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety

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for the purpose of fully satisfying all of the reclamation obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act and regulations, as amended. If the mining operations are modified or for any other reason vary from those described in the Complete Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of a substantial phase or segment of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such substantial phases or segments are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the Complete Notice of Intention in accordance with the requirements of the Act and regulations, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the applicable rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.
10. Operator agrees to indemnify and hold harmless the State, Board, and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.

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12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

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The signatory below represents that the Operator, if not a natural person, is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah, and that he/she is authorized to execute this Contract on behalf of the entity as Operator.

OPERATOR:

TOWERS SAND & GRAVEL LLC

Operator Name

By Kent Butters

Authorized Officer (Typed or Printed)

Managing Member

Authorized Officer - Position

Kent Butters

Officer's Signature

3-6-07

Date

STATE OF _____)

) ss:

COUNTY OF _____)

On the 10th day of Mar, 2007, Kent Butters
_____ personally appeared before me, who being by me duly sworn did say that
he/she is an OWNER (owner, officer, director, partner, agent
or other (specify)) of the Operator TOWERS SAND & GRAVEL LLC and duly
acknowledged that said instrument was signed on behalf of said Operator by
authority of its bylaws, a resolution of its board of directors or as may otherwise
be required to execute the same with full authority and to be bound hereby.

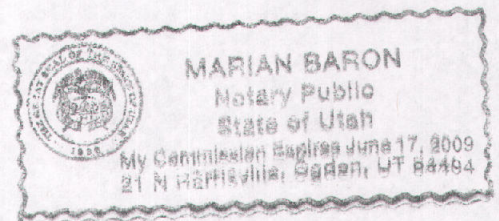
Marian Baron

Notary Public

Residing at Ogden, UT

June 17 2009

My Commission Expires:



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DIVISION OF OIL, GAS AND MINING:

By John R. Baza
John R. Baza, Director

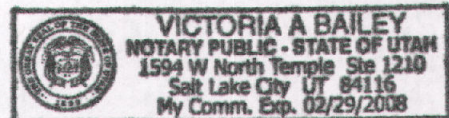
Date 3/9/07

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 9th day of March, 2007, John R. Baza
personally appeared before me, who being duly sworn did say that he, the said
John R. Baza is the Director of the Division of Oil, Gas and Mining,
Department of Natural Resources, State of Utah, and he duly acknowledged to me that
he executed the foregoing document by authority of law on behalf of the State of Utah.

Victoria A. Bailey
Notary Public
Residing at: Salt Lake City, UT

February 29, 2008
My Commission Expires:



FACT SHEET

Commodity: ROCK, SAND, GRAVEL

Mine Name: Towers' Sand & Gravel

County: Weber

Disturbed Acres: 5

Operator Name: Tower Sand & Gravel, L.L.C.

Operator address: 760 N HWY 89 Harrisville, Utah 84404

Operator telephone: (801) 782-2088

Operator fax: (801) 782-1515

Contact: ~~Kent Butters~~ KEVIN BUTTERS

Operator email: KEVINB@BUTTERS.SPS.COM

Reclamation surety amount is based on disturbance of 5-acres, which is \$18600.00.

Surety Type: CASH

Bank Name: ZIONS

Surety Amount: 18,600.00

Account number: To be issued

Contact: Beth Ericksen, DOGM, (801) 538-5318

Email Address: bethericksen@utah.gov

Escalation Year: 2009

Tax ID or Social Security (for cash only):



EDWARD T. ALTER, CPA
STATE TREASURER

STATE OF UTAH

OFFICE OF STATE TREASURER
E315 STATE CAPITOL COMPLEX
P. O. Box 142315

SALT LAKE CITY, UTAH 84114-2315

TEL: (801) 538-1042
FAX: (801) 538-1465
TDD: (801) 538-1042

RICHARD K. ELLIS
CHIEF DEPUTY STATE TREASURER

CHRISTINE M. BRANDT
STATE INVESTMENT OFFICER

April 5, 2007

Ms. Beth Ericksen
Division of Oil, Gas & Mining
1594 W North Temple, Suite 1210
PO Box 145801
Salt Lake City, UT 84114

Dear Ms. Ericksen:

I hereby certify that as of March 16, 2007, Tower Sand & Gravel, LLC has deposited with the Utah State Treasurer cash or securities valued at \$18,600.00 and described as follows:

Interest bearing escrow account # held at Zions First National Bank

The above described securities have been deposited and assigned to the Utah State Treasurer as a Reclamation Surety as required by Section 40-8-14 Utah Code Annotated, and will be held by the Utah State Treasurer until release is requested by the Division of Oil, Gas & Mining.

Sincerely,

Coleen Hackwell
Financial Analyst

5/057/004
Towers Sand & Gravel
Attachment A

05865 11-24
Office AU # 1210(8)
Operator I.D.: utah2064 utah2860

CASHIER'S CHECK

0586501253

PAY TO THE ORDER OF ***STATE OF UTAH DIVISION OF OIL GAS AND MINING***

February 28, 2007

Eighteen thousand six hundred dollars and no cents

\$18,600.00

WELLS FARGO BANK, N.A.
114 N WASHINGTON BLVD
OGDEN, UT 84404
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 18,600.00

Brandie Hitchett
AUTHORIZED SIGNATURE

RECEIVED

MAR 02 2007

DIV. OF OIL, GAS & MINING

Cash RECEIPT

Date Mar 8 07

MINERALS BOND

18600

Amount \$	
Permit Number	S10571004
Operator	Towers Sand & Gravel LLC
Received by	<i>B.O.</i>
Signature	I confirm the dollar amount of this check is correct <i>B.O.</i>

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From: Penny Berry
To: Kevin Bolander
Date: 6/23/2009 7:04 AM
Subject: Towers

Hi Kevin,

In reviewing the email that I received from Dana Dean, I was wondering if you would like to review our reclamation contract? I have attached it for your convenience. Steve stated the important part is to make sure that the trust deed is secured by the reclamation contract. Let me know if changes need to be made and if there is anything else you need from me. Thanks.

Penny

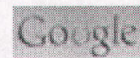
CC: Dana Dean; Lynn Kunzler; Steve Alder



Online Services

Agency List

Business



Search U

Utah Department of
Commerce

Business Entity Search

? Help

Business Entity Search - Principals:

Name	Type	City	Status
TOWER SAND & GRAVEL, L.L.C.	Limited Liability Company	HARRISVILLE	Active
Position	Name	Address	
Member	BETTY E BUTTERS	1255 E 2925 N	NORTH OGDEN
Member	C ERNEST BUTTERS	1255 E 2925 N	NORTH OGDEN
Member	CRAIG RAY BUTTERS	1922 BUCHANAN AVE	OGDEN UT 8440
Member	KENT BUTTERS	760 N HARRISVILLE RD	Harrisville UT 844
Registered Agent	KENT BUTTERS	760 N HARRISVILLE RD	Harrisville UT 844

Additional Principals on file at Division of Corporations: N

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need
MKRC
done
14 font
italics

Kevin
(801) 946-7586
Email:

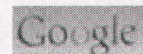
2000
2000



Online Services

Agency List

Business



Search U

Utah Department of
Commerce

Business Entity Search

? Help

Business Entity Search - Principals:

Name	Type	City	Status
C.E. BUTTERS REALTY & CONSTRUCTION, INC.	Corporation	Harrisville	Active
Position	Name	Address	
Director	BECKY LYNNE	27 HILLSROUGH	Ogden UT 84414
Director	CRAIG R. BUTTERS	1922 BUCHANAN	OGDEN UT 8440
Director	KENT BUTTERS	760 N HARRISVILLE RD	Harrisville UT 84
President	KENT BUTTERS	760 N HARRISVILLE RD	Harrisville UT 84
Registered Agent	KENT BUTTERS	760 N HARRISVILLE RD	Harrisville UT 84
Secretary	BECKY LYNNE	27 HILLSROUGH	Ogden UT 84414
Treasurer	BECKY LYNNE	27 HILLSROUGH	Ogden UT 84414
Vice President	CRAIG R BUTTERS	1922 BUCHANAN	OGDEN UT 8440

Additional Principals on file at Division of Corporations: N

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